

NO FEE REQUIRED PER GOVERNMENT CODE SECTION 6103  
RECORDING REQUESTED BY AND FOR THE BENEFIT OF:  
COUNTY OF SANTA BARBARA

WHEN RECORDED MAIL TO:

County of Santa Barbara  
Department of Community Services  
Division of Housing and Community Development  
123 East Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Attention: Deputy Director

**Community Development Block Grant – Disaster Recovery Multifamily Housing Program  
Deed of Trust  
For Escalante Meadows  
Between County of Santa Barbara and  
Escalante Meadows, L.P., a California limited partnership**

**THIS DEED OF TRUST** is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Escalante Meadows L.P., a California limited partnership (“Trustors”); First American Title Company, a California Corporation (“Trustee”); and the County of Santa Barbara (“Beneficiary”).

**Trustor**, in consideration of the indebtedness recited and the trust created in this Deed of Trust, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located at 1090 and 1093 Escalante Street, Guadalupe, County of Santa Barbara, State of California: Assessor’s Parcel Number(s) 105-230-003 and 105-230-004, as further described in Exhibit A attached hereto and made a part hereof, together with all the improvements on the property, and all easements, rights, appurtenances, royalties, mineral, oil and gas rights, and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said real property, are referred to in this Deed of Trust as the “Property”.

**TO SECURE** to Beneficiary the repayment of the indebtedness evidenced by Trustor's promissory note dated November 1, 2022, and incorporated by reference in this Deed of Trust (the “Note”), in the principal sum of One Million Three Hundred Seventy-Seven Thousand Six Hundred Sixty-Five Dollars (\$1,377,665.00), plus interest on the principal sum in the amount and on the terms described in the Note; the payment of all other sums, with interest thereon, advanced to protect the security of this Deed of Trust; and the performance of the covenants and agreements of the Trustor contained in this Deed of Trust and in the Note.

Trustor and Beneficiary covenant and agree as follows:

1. **Prompt Payment.** Trustor shall promptly pay when due the principal of and accrued interest on the indebtedness evidenced by the Note, in accordance with the terms of the Note.

2. **Affordability Provisions.** Trustor agrees to abide by the affordability provisions contained in the Community Development Block Grant – Disaster Recovery Multifamily Housing Program Agreement For Escalante Meadows Between County of Santa Barbara and Escalante Meadows, L.P., a California limited partnership (the “CDBG-DR MHP Agreement”) dated November 1, 2022 .
3. **Contract Provisions.** Trustor agrees to abide by the conditions contained in the CDBG-DR MHP Agreement, and to comply with all applicable federal regulations with respect to the CDBG-DR MHP funds.
4. **Charges; Liens.** Trustor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may otherwise attain a priority over this Deed of Trust when due. Trustor shall promptly pay, when due, all installments or payments required by, and comply with, all obligations of any deed of trust that is recorded prior to the recordation of this Deed of Trust or to which this Deed of Trust has subsequently been subordinated.
5. **Hazard Insurance** Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term “extended coverage,” and such other hazards as Beneficiary may require and in such amounts and for such periods as Beneficiary may require.

All insurance policies and renewals thereof shall be in a form reasonably acceptable to Beneficiary and shall include a standard mortgage clause in favor of and in a form acceptable to Beneficiary. Subject to the rights of the holder of a prior deed of trust, Beneficiary shall have the right to hold the policies and renewals thereof, and Trustor shall promptly furnish to Beneficiary all renewal notices and all receipts of paid premiums upon request. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made within ninety (90) days by Trustor.

Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall first be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired in the Beneficiary’s reasonable estimation. If such restoration or repair is not economically feasible, or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be treated as if received from a sale of the Property or of that part of the Property damaged and shall be applied, in the manner described in Section 7 hereof, to the sums secured by this Deed of Trust. If the Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within 30 days from the date notice is mailed by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary’s option, and in its sole discretion, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Notwithstanding anything to the contrary contained herein, the Beneficiary shall permit insurance proceeds to be used to rebuild the Property provided that (i) sufficient funds are provided from other sources to effectively rebuild the Property to a multifamily housing complex, and (ii) subject to any senior loans, the Beneficiary will hold all such proceeds and

disburse them based on the progress of construction, subject to such additional reasonable conditions as the Beneficiary may impose.

6. **Preservation and Maintenance of Property** Trustor shall maintain the Property in a neat, clean and safe manner. Trash, weeds or waste of any kind shall not be dumped nor allowed to accumulate on the Property. Any repairs or improvements to the Property that require issuance of a building permit or other similar authorization shall only be made after issuance of the required permit(s).
7. **Protection of Beneficiary's Security** If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, and such failure is continuing beyond any applicable notice and cure period, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property including, but not limited to, default on or foreclosure of a prior deed of trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Beneficiary, at Beneficiary's option, but upon notice to Trustor, may make such appearances, disburse such sums and take such action as may be necessary to protect Beneficiary's interest including, but not limited to, entry upon the Property to make repairs.

Any amount expended by Beneficiary, with interest thereon, shall become an additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from date of disbursement at the rate of 15 percent per annum, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Section 7 shall require Beneficiary to incur any expense or take any action hereunder.

8. **Inspection** Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, subject to the rights of tenants, provided that Beneficiary shall give Trustor not less than forty-eight (48) hours' notice prior to any such inspection specifying reasonable cause therefor related to Beneficiary's interest in the Property.
9. **Condemnation** Subject to the rights of the holder of a prior deed of trust, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary. In the event of a total taking of the Property, the proceeds shall be treated as if received from a sale of the Property.

Notwithstanding anything to the contrary contained herein, the Beneficiary will permit condemnation proceeds to be used to rebuild the Property provided that (i) sufficient funds are provided from other sources to effectively rebuild the Property to a multifamily housing complex, and (ii) the Beneficiary will hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the Beneficiary may impose.

10. **Forbearance by Beneficiary Not a Waiver** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver

of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. **Remedies Cumulative** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
12. **Successors and Assigns Bound; Joint and Several Liability** The covenants and agreements contained in this Deed of Trust shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Trustor, subject to the provisions of Section 15 hereof. All covenants and agreements of Trustor shall be joint and severable.
13. **Notice** Except for any notice required under applicable law to be given in another manner: (a) any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice by certified mail, return receipt requested, addressed to Trustor at the Property Address or at such other address as Trustor may designate by notice to Beneficiary as provided in Section 20 hereof; and (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's addresses stated in this Deed of Trust or to such other address as Beneficiary may designate by notice to Trustor as provided in Section 20 hereof. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given in the manner designated therein.
14. **Governing Law; Severability** This Deed of Trust shall be governed by the laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
15. **Sale or Transfer of the Property** Except for transfers expressly permitted under Sections 6 and 16 of the Note, if all or any of the Property or an interest in it is sold or transferred by Trustor prior to the expiration of the required CDBG-DR MHP Affordability Period and Extended Affordability Period, all the sums secured by this Deed of Trust shall be immediately due and payable. In the event of such an acceleration, Beneficiary shall mail Trustor notice of the acceleration in accordance with Sections 13, 16, and 20 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Trustor may pay the sums declared due or such longer period as is reasonably necessary to cure a default, provided Trustor is making diligent efforts to cure during the entire time period at issue. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor, invoke any remedies permitted by law, including but not limited to power of sale.
16. **Default by Trustor** Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder that is continuing beyond any applicable notice and cure period, and subject to all applicable notice and cure periods, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause the Property to be sold, which notice Trustee shall cause to be recorded. Beneficiary

shall notify any senior deed of trust holders of Trustor's default and of any actions contemplated by Beneficiary. Beneficiary shall permit any such senior deed of trust holders to acquire title to the Property free and clear through foreclosure. In the absence of such action by any senior deed of trust holders, after the lapse of such time as may then be required by law following the recordation of said notice of default, and subsequent to the notice of sale having been given as then required by law, Trustee, without demand on Beneficiary, may sell said Property at the time and place fixed by it in said notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale.

Notwithstanding anything to the contrary contained herein, County hereby agrees that any cure of any default or event of default hereunder made or tendered by Trustor's limited partners, if any, shall be accepted or rejected on the same basis as if made or tendered by Trustor.

17. **Trustor's Right to Reinstate** Notwithstanding Beneficiary's acceleration of sums secured by this Deed of Trust, Trustor (or any more senior lienholder) shall have the right to have any proceedings begun by Beneficiary to enforce covenants of this Deed of Trust relating to sums due and payable by Trustor discontinued at any time prior to five days before the Property is first scheduled for sale pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust, if: (a) Trustor (or any more senior lienholder) pays Beneficiary all sums that are then due under this Deed of Trust, including interest and penalties; and (b) the Trustor (or any more senior lienholder) pays Beneficiary and Trustee amounts sufficient to cover all reasonable expenses incurred by each of Beneficiary and Trustee, respectively, in enforcing the covenants and agreements of Trustor contained in this Deed of Trust and in enforcing Beneficiary's and Trustee's remedies; and (c) Trustor (or any more senior lienholder) takes such other actions as Beneficiary may reasonably require to assure that the lien on this Deed of Trust, Beneficiary's interest in the Property, and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon Beneficiary's and Trustee's acceptance of such payments and cure by Trustor (or any more senior lienholder), this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no such acceleration had occurred.
18. **Subordination** Trustor and Beneficiary herein understand and agree that this Deed of Trust is to be subordinate in all respects to the obligation of the Trustor to any senior lender holding a prior deed of trust, or any other lender hereafter approved by Beneficiary, as to the same security evidenced herein. Such subordination shall include all advances heretofore made or which may be hereafter made pursuant to any such senior deeds of trust, including all sums advanced for the purpose of (a) protecting or further securing the lien of such senior deeds of trust, curing defaults by the Trustor under such senior deeds of trust, or for any other purpose expressly permitted by such senior deeds of trust and (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and conditions of such senior deeds of trust will be considered to be controlling as to any ambiguities between this Deed of Trust and that instrument.

In the event of a foreclosure or deed in lieu of foreclosure of any senior deed of trust, any provisions in this Deed of Trust, the Note, or any collateral instrument restricting the use of the Property to low- or moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall, to the full extent permitted under CDBG-DR MHP Program

law and regulations, have no further force or effect on subsequent owners or purchasers of the Property. Any person, including successors or assigns (other than the Trustor or a related entity of the Trustor), shall receive title to the Property free and clear from any such restrictions.

19. **Substitute Trustee** Beneficiary, at Beneficiary's option and in its sole discretion, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed under this Deed of Trust. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee in this Deed of Trust and by applicable law.
20. **Request for Notices** All notices given under this Deed of Trust shall be made in writing. Trustor requests that copies of the notice of default and notice of sale be sent by certified mail, return receipt requested, to Trustor's address:

**To Borrower:**

Escalante Meadows, LP  
815 West Ocean Avenue  
Lompoc, CA 93436  
Attention: Executive Director

With a copy to:

Daryll Kidd, Esq.  
Bocarsly, Emden, Cowan, Email & Arndt LLP  
633 W. Fifth St., 64<sup>th</sup> Floor  
Los Angeles, CA 90071  
Telephone: (213) 239-8020  
Facsimile: (213) 239-0410

**To County:**

County of Santa Barbara  
Community Services Department  
Division of Housing and Community Development  
123 East Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Attention: Deputy Director

**A copy of any notice delivered to Borrower hereunder shall be delivered to Borrower's limited partner as follows, or at another address provided by the Borrower in writing to the County from time to time in accordance with this Section 18:**

**To Limited Partner:**

Wincopin Circle LLLP

c/o Enterprise Community Asset Management, Inc.  
70 Corporate Center  
11000 Broken Land Parkway, Suite 700  
Columbia, MD 21044  
Attn.: Asset Management  
Phone: (410) 964-0552  
Facsimile: (410) 772-2630

With a copy to:

[sshack@enterprisecommunity.com](mailto:sshack@enterprisecommunity.com)

Attn: General Counsel

With a copy to:

Kenneth S. Gross, Esq.  
Gallagher Evelius & Jones LLP  
218 North Charles Street, Suite 400  
Baltimore, MD 21201

21. **Tax Credit Provisions** Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of Title 26 of the Internal Revenue Code.

22. **Permitted Refinancing** Notwithstanding anything to the contrary contained in this Deed of Trust, the Note and the CDBG-DR MHP Agreement, Trustor may refinance that certain permanent loan to be made by Pacific Western Bank to the Trustor (the "Senior Indebtedness") without the prior consent of the Beneficiary (the "Refinanced Indebtedness"), and the Beneficiary hereby agrees to subordinate this loan and all documents securing or evidencing this loan, including, but not limited to, the Deed of Trust, to the Refinanced Indebtedness and the lien of any deed of trust or mortgage securing the Refinanced Indebtedness, provided that the principal balance of the Refinanced Indebtedness does not exceed the then-outstanding principal balance of the Senior Indebtedness plus the costs of refinancing the Senior Indebtedness including any required reserves.

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**IN WITNESS WHEREOF**, Trustor has executed this Deed of Trust.

ESCALANTE MEADOWS, L.P., a California limited partnership

By: SURF DEVELOPMENT COMPANY, a California  
nonprofit public benefit corporation,  
its managing general partner

By \_\_\_\_\_  
Raymond F. Down, President

By \_\_\_\_\_  
Robert P. Havlicek Jr.,  
Chief Executive Officer and Secretary

By: HOUSING AUTHORITY OF THE COUNTY OF  
SANTA BARBARA, a public body, corporate and politic,  
its administrative general partner

By \_\_\_\_\_  
Robert P. Havlicek Jr., Executive Director

ALL SIGNATURES MUST BE NOTARIZED

**Exhibit A**  
**Legal Description**